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PRODUCT PARTNERS, LLC

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

PRODUCT PARTNERS, LLC, a  
California Limited Liability Company,

Plaintiff,

vs.

M. CHAN DVD STORE, a Business  
Entity of Unknown Status, et al.,

Defendants.

Case No.: EDCV09-2225 ABC (DTBx)

**[PROPOSED] PERMANENT  
INJUNCTION AGAINST  
DEFENDANT MANDA  
POTTHOFF**

The Court, pursuant to the Stipulation For Entry of Permanent Injunction (“Stipulation”) and separate Confidential Settlement Agreement between Plaintiff PRODUCT PARTNERS, LLC (“Plaintiff”) on the one hand, and Defendant MANDA POTTHOFF (“Defendant”), on the other, hereby ORDERS,

1 ADJUDICATES and DECREES that a permanent injunction shall be and hereby is  
2 entered against Defendant in the above-referenced matter as follows:

3 1. **PERMANENT INJUNCTION.** Defendant and any person or entity  
4 acting in concert with, or at the direction of her, including any and all agents,  
5 servants, employees, partners, assignees, distributors, suppliers, resellers and any  
6 others over which she may exercise control, are hereby restrained and enjoined,  
7 pursuant to 15 U.S.C. § 1116, from engaging in, directly or indirectly, or  
8 authorizing or assisting any third party to engage in, any of the following activities  
9 in the United States and throughout the world:

10 a. copying, manufacturing, importing, exporting, marketing, sale,  
11 offering for sale, distributing or dealing in any product or service that uses, or  
12 otherwise making any use of, any Plaintiff's Beachbody® and P90X® trademarks  
13 and copyrights, and/or any intellectual property that is confusingly or substantially  
14 similar to, or that constitutes a colorable imitation of, any of Plaintiff's  
15 Beachbody® and P90X® trademarks and copyrights, whether such use is as, on, in  
16 or in connection with any trademark, service mark, trade name, logo, design,  
17 Internet use, website, domain name, metatags, advertising, promotions,  
18 solicitations, commercial exploitation, television, web-based or any other program,  
19 or any product or service, or otherwise;

20 b. performing or allowing others employed by or representing her,  
21 or under her control, to perform any act or thing which is likely to injure Plaintiff,  
22 any Plaintiff's Beachbody® and P90X® trademarks and copyrights, and/or  
23 Plaintiff's business reputation or goodwill;

24 c. engaging in any acts of federal and/or state trademark and/or  
25 copyright infringement, false designation of origin, unfair competition, dilution, or  
26 other act which would tend damage or injure Plaintiff; and/or

27 d. using any Internet domain name or website that includes any  
28 Plaintiff's Trademarks and Copyrights, including the Beachbody® and P90X®

1 marks.

2 2. Defendant is ordered to deliver immediately for destruction all  
3 unauthorized products, including counterfeit P90X® products and related products,  
4 labels, signs, prints, packages, wrappers, receptacles and advertisements relating  
5 thereto in her possession or under her control bearing any of Plaintiff's intellectual  
6 property or any simulation, reproduction, counterfeit, copy or colorable imitations  
7 thereof, and all plates, molds, heat transfers, screens, matrices and other means of  
8 making the same, to the extent that any of these items are in Defendant's  
9 possession.

10 3. This Permanent Injunction shall be deemed to have been served upon  
11 Defendant at the time of its execution by the Court.

12 4. The Court finds there is no just reason for delay in entering this  
13 Permanent Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil  
14 Procedure, the Court directs immediate entry of this Permanent Injunction against  
15 Defendant.

16 5. **NO APPEALS AND CONTINUING JURISDICTION.** No  
17 appeals shall be taken from this Permanent Injunction, and the parties waive all  
18 rights to appeal. This Court expressly retains jurisdiction over this matter to  
19 enforce any violation of the terms of this Permanent Injunction.

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